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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LISA SUON, JEFFREY PEY, ANDY MEAN,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

COUNTY OF ALAMEDA, ALAMEDA
COUNTY PROBATION DEPARTMENT;
ALAMEDA COUNTY CHIEF PROBATION
OFFICER DONALD H. BLEVINS, in his
individual and official capacity; ALAMEDA
COUNTY ASSISTANT CHIEF PROBATION
OFFICER SHEILA L. FOSTER, in her
individual and official capacity; ALAMEDA
COUNTY ASSISTANT CHIEF PROBATION
OFFICER RICHARD A. MUENCH, in his
individual and official capacity; ALAMEDA
COUNTY DEPUTY CHIEF OF JUVENILE
FACILITIES WILLIAM E. FENTON, in his
individual and official capacity,

Defendants.

Case No. CV 07-01770MMC

ORDER AND JUDGMENT OF DISMISSAL

DATE: February 27, 2009
TIME: 9:00 a.m.
CTRM: 7
JUDGE: Hon. Maxine M. Chesney

This matter came on regularly for a Fairness Hearing on February 27, 2009, in Courtroom 7 of the
above-entitled Court, the Honorable Maxine M. Chesney presiding. Plaintiff Class was represented by

1 Class Counsel Mark E. Merin of the Law Office of Mark E. Merin; Defendants were represented by
2 Gregory J. Rockwell of Boornazian, Jensen & Garthe.

3 After considering the submissions of the parties, including the Stipulated Motion for Preliminary
4 Approval of Provisional Settlement Class and Settlement of Class Action, together with the extensive
5 exhibits attached thereto; the unopposed Application of Plaintiffs' Class Counsel for Award of Attorneys'
6 Fees and Costs; the Joint Submission of the Parties in Support of Final Approval of the Stipulation of
7 Settlement; the arguments of counsel; and the submission from the Class Claims Administrator,

8 IT IS NOW ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

9 1. On August 28, 2008, this Court entered its order preliminarily approving settlement of the
10 above-captioned class action. Since the entry of the Court's Preliminary Order, in accordance with the
11 Stipulation of Settlement as proved to the satisfaction of the Court, the requisite notice of the Settlement,
12 with opt-out and objection information, was published in the Oakland Tribune on October 25, 29, and
13 November 5, 2008, and in the East Bay Express on October 29, November 5, and 12, 2008.

14 Announcements of the settlement were made on radio stations KMEL, KYLD & KSOL three times a
15 week during the weeks of November 3, 10 and 17, 2008. The notice of the Settlement and approved
16 claim forms were posted by First Class Mail to the last-known address of each person in the Settlement
17 Class. Both the published notice and the mailed notice specified that Claim Forms had to be delivered to
18 the Claims Administrator, postmarked no later than January 16, 2009.

19 2. Both the published and mailed notices specified that any person who chose to object to the
20 Settlement, either personally or through counsel, and desired to appear at the Fairness Hearing, was
21 required to submit a Notice of Intention to appear, together with written arguments in support of any
22 objection, by January 16, 2009. No written objections have been received by counsel and/or filed with
23 the Court.

24 3. The Court finds that the Class should be and hereby is certified under Rule 23(a) and Rule
25 23(b)(3) because it satisfies all of the requirements for certification as recited by the Court in the hearing
26 on the fairness of the settlement on February 27, 2009.

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1 4. The Court is satisfied from all of the memoranda of law, declarations, and exhibits
 2 submitted to the Court, that the Stipulation of Settlement is fair, and the Court now finds for the reasons
 3 stated on the record at the hearing on February 27, 2009, that the Stipulation of Settlement is fair and
 4 finally approves it as such. The Stipulation of Settlement is incorporated herein by this reference as if set
 5 out in full.

6 5. The "Settlement Class" means all of those persons who are members of the following
 7 defined class and sub-classes:

- 8 a. All juveniles booked and strip searched at Alameda County Juvenile Hall on or
 9 before April 11, 2007, who had not reached the age of 20 by March 28, 2007;
- 10 b. The sub-class of juveniles who were booked solely on misdemeanor, infraction,
 11 ordinance violation, or other non-felony offenses not involving violence, drugs or
 12 weapons, and strip searched during the period of their incarceration;
- 13 c. The sub-class of all juveniles booked at Alameda County Juvenile Hall on felony
 14 charges not involving violence, drugs or weapons who were strip searched during
 15 the period of their incarceration.

16 6. Persons who previously commenced civil litigation challenging the legality of any strip
 17 search at the Alameda County Juvenile hall during the class period and have prevailed, settled or had
 18 their complaints denied on their merits, and persons who have given timely notice of their election to be
 19 excluded from the Settlement Class are not included in the Settlement Class.

20 7. All claims and complaints of the named Representative Plaintiffs, together with all
 21 persons in the Settlement Class, are now dismissed with prejudice as to all of the Released Persons,
 22 defined to include all Defendants, their predecessors, successors, and/or assigns, together with past,
 23 present and future officials, employees, representatives, attorneys and/or agents of the County of
 24 Alameda. Claims and complaints of such persons are now forever barred, and all Settlement Class
 25 Members are enjoined from asserting against any Released Persons any and all claims which the
 26 Settlement Class Members had, have, or may have in the future arising out of the facts alleged in the
 27 complaints.

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1 8. Each Released Person is released from the claims which any Settlement Class Member
2 has had or may in the future have against any such Released Persons arising out of the facts in the
3 complaint.

4 9. This Court explicitly finds that the Stipulation of Settlement, as amended herein and with
5 the agreement of the parties as stated on the record at the February 27, 2009 hearing of the matter,
6 specifically, to increase the amount allocated to pay verified claims of the Settlement Class Members,
7 from \$2,811,600.00 to \$2,886,600.00, and to reduce the amount to be distributed to the Representative
8 Plaintiffs, from \$225,000.00 to \$150,000.00, which Stipulation of Settlement as amended is now made
9 final by this Judgment, was entered into in good faith, is fair and reasonable, and adequate, and is in the
10 best interest of the Class. The Court expressly finds the amount of attorney's fees and costs sought to be
11 fair and reasonable and expressly approves payment to class counsel, Mark E. Merin of the Law Office
12 of Mark E. Merin, in the amount of One Million Dollars (\$1,000,000), as and for attorney fees and costs,
13 for the representation of Settlement Class Members herein, to be paid as provided in the Stipulation of
14 Settlement.

15 10. The Court further explicitly approves payment from the payment fund of a total of One
16 Hundred Fifty Thousand Dollars (\$150,000.00) to be distributed to the Representative Plaintiffs, Lisa
17 Suon, Jeffrey Pey and Andy Mean, as specified in the Stipulation of Settlement. The Court finds the
18 amount is fair and adequate in view of the damages suffered by the Representative Plaintiffs and the
19 efforts they expended in litigating this case in the more than two years from the time the original claim
20 was filed.


21 11. Claims have been submitted and, in accordance with the claims processing procedure
22 specified in the Stipulation of Settlement, will be reviewed, valued, and paid by the Claims Administrator
23 from funds provided by the Defendants as soon as practicable following the effective date of this
24 Judgment, meaning the date it is entered and becomes final. Such Judgment will be deemed final only
25 upon the expiration of the time to appeal or, if a notice of appeal is filed in this matter, upon exhaustion
26 of all appeals and petitions for writ of certiorari.

27 12. The Court reserves continuing and exclusive jurisdiction over the parties in this action,
28 including Defendants and all Settlement Class Members, to administer, supervise, construe and enforce

1 the Settlement in accordance with the terms for the mutual benefit of all of the parties.

2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the complaint in this action be
3 dismissed with prejudice and that judgment be and the same hereby is entered pursuant to the terms of
4 this Order.

5 Dated: February 27, 2009


HON. MAXINE M. CHESNEY
Judge, United States District Court
Northern District of California